

Tennessee State Bank – Electronic Banking ESIGN Disclosure and Consent Agreement (“Agreement”) – Deposit Accounts

We are required by law to give you certain information “in writing” regarding your deposit accounts with Tennessee State Bank (“TSB”) - which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. This Agreement allows us to provide you with electronic versions of important documents such as periodic account statements (“eStatements”), disclosures, notices and agreements (“eDocuments”) associated with your deposit account. Be advised, if you choose not to consent to receive eStatements and eDocuments electronically, you may simply exit this session prior to accepting this Agreement; there is no charge for this. If you provide your consent, it may be revoked at any time as described in this Agreement.

Please read this Agreement carefully and keep a copy for your records. It contains important information. Some of the following disclosures are required by the federal Electronic Signatures in Global and National Commerce Act (“ESIGN”).

This Agreement is being delivered to you prior to your receiving any eStatements or eDocuments on your deposit account. You acknowledge by agreeing to this Agreement that it is for eStatements and eDocuments posted to Electronic Banking and by email notification or delivery to you subsequent to your acceptance of the Agreement.

In order to provide your consent for electronic delivery of eStatements and eDocuments, you must first demonstrate that you can access information in a pdf format. The link in step # 4 above includes a pdf document with a passcode. The passcode must be entered correctly in order to proceed with your consent. Please print or save a copy of this document for your records. Note: The process of entering a passcode will only apply the initial time you provide your consent for electronic delivery.

You may access this Agreement at any time in NetTeller Online Banking under the eDocuments tab, then select Disclosures; in the TNStateBank App, select Documents under Account Details, then select Disclosures.

In this disclosure:

“Tennessee State Bank,” “we”, “us”, “TSB” and “our” are used to refer to Tennessee State Bank.

“You” and “your” refer to the person giving consent to this Agreement, and also each additional account owner, authorized signer, authorized representative, product owner and/or service user identified on any TSB Product or Electronic Services that you apply for, use or access.

“Electronic Banking” refers to NetTeller Online Banking (“NetTeller”) and the TNStateBank Mobile App utilized to access eStatements and eDocuments on deposit accounts offered by TSB.

“Deposit accounts” refers to accounts for which TSB generates periodic account statements, such as checking and savings accounts.

“Electronic Services” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

“Access Device” or “Devices(s)” means any electronic device you use to access your account and view eStatements and eDocuments. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone. You should use caution if using a public computer.

“Bank Documents” shall mean all applicable deposit account agreements, disclosures, rates, and fee schedules provided by TSB in your new account packet as they currently exist or as they may be amended from time to time.

The words “include” or “including”, when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

Scope of this Agreement

This Agreement applies to all periodic account statements, disclosures, notices, agreements, and documents related to your deposit account. This Agreement will remain effective until expressly withdrawn by you. Your consent does not mean that we must provide documents electronically but instead that we may deliver some or all of those documents electronically. Examples of electronic records covered by your consent include: the Agreement and any amendments, periodic account statements, privacy policy, automatic fund transfer transaction notice and any other disclosures and notices we are legally required to provide to you in our discretion.

Sometimes the law or our agreement with you requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you how you may deliver that notice to us electronically.

Electronic Delivery of Documents

EStatements and eDocuments will be delivered to you by posting to NetTeller and the TNStateBank Mobile App in a pdf document. You will receive an email notification when an eStatement or eDocument is available to view. You are strongly encouraged to save or print the documentation for future reference.

We will deliver your eStatements and eDocuments to you timely and in accordance with any applicable timeframes in law or regulation. However, we shall incur no liability if we are unable to deliver or you are unable to access your eStatements and eDocuments because of the existence of any one or more of the following circumstances:

1. Our website, NetTeller or the TNStateBank Mobile App is not working properly and you know or have been advised by us of the malfunction; or
2. Circumstances beyond our control such as, but not limited to fire, flood, interruptions in communications, interference from an outside force, legal restriction or delays, war or other Acts of God.

We will also not be liable for your failure to act on notification of availability of documents and to respond timely if response is required.

Duty to Review Documents Delivered Electronically

Your receipt of eStatements and eDocuments does not in any way alter your obligation to promptly review those documents. You should promptly access and review your eStatements, eDocuments and any accompanying items and notify us in writing in accordance with the instructions outlined in the Bank Documents associated with your account of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your eStatement and eDocuments, you are still fully responsible to review those documents for any errors, unauthorized transactions or any other irregularities.

Requesting Paper Copies of Documents Presented Electronically

Your eStatements and eDocuments will be available to you online for 18 months. You agree and understand that paper versions of electronically presented documents may not be mailed unless you specifically request it. To request a paper copy of any periodic account statement, disclosure, notice, or other document, contact Electronic Banking at (865)908-5779 or Operations at (865)429-7011 or write to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868. You may also send us a message using the Contact feature in NetTeller or the Email feature under the Support tab in the TNStateBank Mobile App. Copies of disclosures, notices, agreements and other documents will be mailed at no charge, unless otherwise specified in the Fee Schedule you received at account opening and as it may be amended from time to time. Copies of periodic account statements may incur a Statement Printout fee per request and historical statements will incur a Special Statement fee per request; please see the Fee Schedule for your account. You may withdraw your consent at any time to resume receiving paper copies of documents, however, withdrawal of consent will result in your account being subject to a monthly Service Charge if your account terms are that the monthly Service Charge is waived if you receive eStatements; please see your account disclosures for the monthly Service Charge applicable to your account.

System Requirements – Hardware and Software you will need.

Your eStatements and eDocuments are accessible in NetTeller and the TNStateBank Mobile App. You will receive an email notification to the email address on file when new eStatements and eDocuments are available to view. By consenting to this Agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your eStatements and eDocuments. You must ensure the device you intend to use is compliant with the following hardware and software requirements.

To access your eStatements and eDocuments in NetTeller, you will need:

- Desktop or laptop computer with internet access.
- Internet browser that supports 256-bit SSL encryption. Supported browsers are current and prior major releases of Microsoft Internet Explorer (IE) 11, Microsoft Edge, Mozilla FireFox, Apple Safari (for Apple/Mac Users only) and Google Chrome. When a new version is announced as Release to Web, support will continue on the current and one major version prior.
- The current or last previous version of Adobe® Reader®.
- A printer and/or storage capabilities if you wish to print or retain any eDocuments.

The supported browsers above are for use with a desktop or laptop computer and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access NetTeller outside of an app, functionality and appearance may vary from the traditional interface.

To access your eStatements and eDocuments in the TNStateBank Mobile App, you will need:

- A web enabled personal mobile device.
- IOS version 10 or greater or Android version 5.0 or greater (as of July 1, 2019).
- iPhone allows the image to be viewed in the app; Android devices downloads the pdf and requires a pdf viewer.
- A printer and/or storage capabilities if you wish to print or retain any eDocuments.

For eDocuments sent to you directly by email and for notifications of eDocuments available in NetTeller or the TNStateBank App, you will need:

- Desktop or laptop computer with internet access or a web enabled personal mobile device.
- Email account.
- Internet browser that supports 256-bit SSL encryption.
- A current version of a pdf viewer such as Adobe® Reader®.
- A printer and/or storage capabilities if you wish to print or retain any eDocuments.

We reserve the right to discontinue support of a current version of software if, in our sole opinion it suffers from a security flaw or other flaw that makes it unsuitable for use.

Changes to System Requirements

From time to time the hardware and/or software requirements to access eStatements and eDocuments may change, which may create a material risk that you would not be able to access or retain your eStatements and eDocuments. When this happens we will notify you of any changes with a message in NetTeller, the TNStateBank Mobile App and/or email may be utilized if appropriate. This may require a redisclosure of the Agreement. If you wish to withdraw your consent, you will be subject to the terms, conditions and any applicable fees of the account for which you have. For example, if your account agreement waives the Service Charge if you receive eStatements, revoking that consent will subject your account to the Service Charge. You may revoke consent to receive eStatements and eDocuments by using the eDocuments tab in NetTeller or the Documents tab in the TNStateBank Mobile App, clicking on "Sign Up/Changes" and removing the checkmark from the accounts you want to unenroll or by removing the checkmark from "Enroll All Available Accounts and Document Types Shown".

Maintaining a Valid Email Address

It is important that you maintain a valid email address so that we may contact you regarding your account. You agree to maintain a valid email address and promptly notify us of any changes to your email address. You may update your email address in NetTeller using the eDocuments tab or the TNStateBank Mobile App using the Documents tab, clicking on "Email Settings", updating your email address and then clicking "Save Settings". Your old email address as well as your new email address will receive notification that the email address on file has been changed. If you receive this notification but you have not changed the email address, please contact us immediately. You may also update your email address by coming into any branch office to update the information or by telephone at: (865)908-5779 for Electronic Banking or (865)429-7011 for Operations and speak to a customer service representative. An email will be the only notice you receive of the availability of your eStatement and eDocuments online. Regardless of your receipt of email notification, you agree that our posting of your statements on NetTeller and the TNStateBank Mobile App constitutes delivery of your periodic account statement and other documents.

Withdrawal of your consent; Consequences of withdrawing consent; How to give notice of withdrawal of consent.

You may withdraw your consent to this Agreement at any time. To withdraw your consent prior to completing this acknowledgment and consent, simply exit this session prior to accepting this Agreement or select "I Do Not Agree".

To withdraw your consent after you have already submitted your consent, use the eDocuments tab in NetTeller or the Documents tab in the TNStateBank Mobile App, clicking on "Sign Up/Changes" and removing the checkmark from the accounts you want to unenroll or by removing the checkmark from "Enroll All Available Accounts and Document Types Shown". We will resume the paper delivery of your periodic account statements and other documents via the United States Postal Service.

If you withdraw your consent, you will continue to be subject to the terms, conditions and any applicable fees for any account you have. For example, if your account agreement waives the Service Charge if you receive eStatements, revoking consent will subject your account to the Service Charge.

Multiple Access Devices

Your acceptance of this Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this Agreement on a mobile device, the terms of this Agreement will apply to eStatements and eDocuments accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this Agreement on any Access Device, you are reasonably demonstrating your ability to access and view eStatements and eDocuments in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view eStatements and eDocuments on the subsequent Access Device.

Additional Recipients

EStatements and eDocuments can only be set up for an account under one NetTeller User ID. If you wish for your eStatements and eDocuments notifications to go to more than one person for an account then you may set this up under the eDocuments tab in NetTeller or under the Documents tab in the TNStateBank Mobile App, clicking on "Additional Recipients" tab and providing a username, email address and PIN for the additional recipient. You may also assign specific documents for which you want the recipient receive. After this information has been provided, you will be required to accept this Agreement on behalf of the additional recipient. By accepting the Agreement, you acknowledge that you are providing your account information to a recipient that may or may not be an owner on your account. We will be held harmless for this action. You may revoke this access at any time by removing the additional recipient in the "Additional Recipients" tab.

Changes and/or Termination of this Agreement

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement in NetTeller and on the TNStateBank Mobile App. NetTeller and the TNStateBank Mobile App will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by revoking your consent and unenrolling in eStatements and eDocuments. Your continued enrollment is your acceptance to the Agreement. A withdrawal of consent for eStatements and eDocuments shall not affect the legal effectiveness, validity or enforceability of electronic records provided or made to you prior to your withdrawal of consent. Changes to fees or terms applicable to deposit accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including Tennessee State Bank's Privacy Policy from time to time in order to be aware of any such changes. You should print or save a copy of this agreement for further reference or you may access the agreement at all times under the eDocuments tab of NetTeller or the Documents tab in the TNStateBank Mobile App.

Acceptance

You will be asked to acknowledge your acceptance of the Agreement before you are able to receive eStatements and eDocuments electronically. In doing so, you are confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view eStatements and eDocuments on your Access Device, and that you have an active and valid email address.

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Adobe, Acrobat, Sign and Reader, are either registered trademarks or trademarks of Adobe Systems Incorporated.

Mozilla is a trademark of the Mozilla Foundation.

Safari is a trademark of Apple Inc.